

Contract Administration

Patrick Mays, AIA

As construction administrators, architects interpret construction contract documents, track the progress of the work, and reconcile the sometimes conflicting interests of owners and builders.

The architect serving as a construction administrator observes construction for conformity to construction drawings and specifications. These documents are part of the legal contract between the owner and general contractor. When interpreting these legal documents, the architect's role shifts. The architect serves not as the owner's direct agent but in a quasi-judicial capacity, showing partiality to neither owner nor contractor. At other times during the construction phase the architect acts as the owner's representative and agent

In the 1970s and early 1980s, in an effort to save money and fast-track construction, many developers started using nonarchitect construction managers for construction administration services. This placed architects in an awkward position, as they retained risk for the completed structure while not being compensated for their site observation services and other duties. Architects have strong incentives to serve as construction administrators. Through construction administration, the architect can support the continuity, quality, and intent of the design. The architect serving as a construction administrator can better manage and limit project risks by facilitating project communications and maintaining clear project records. Serving as construction administrator also enables the architect to identify and correct problems in time to eliminate or minimize negative impact on construction costs.

CLIENT NEEDS

The continuing involvement of the architect during the construction phase helps assure the client that the completed building will reflect the design intent, and further ensures the quality of materials and workmanship. When the architect is retained by the owner to administer the construction contract, the architect is the owner's representative in dealing with the contractor. The architect will be available for advice and consultation with the owner. In monitoring the construction, the architect will be alert to whether the contractor has carried out the design intent and the contract requirements relating to quality of workmanship and materials. The architect will endeavor to guard the owner against defects and deficiencies in the work.

Clients who are building or renovating small commercial buildings or single-family residences are good markets for this service because they often lack experience with the building process and do not have the ability to oversee construction themselves. These clients should readily recognize the benefit of having the architect interact with building contractors and code inspectors on their behalf. Developers of multifamily residential or larger commercial facilities generally do not see the need for these services, as they prefer to use their own personnel. Architects who are not retained for services during the construction

Summary

CONTRACT ADMINISTRATION SERVICES

Why a Client May Need These Services

- ▶ To ensure construction conforms to construction documents
- ▶ To support the design intent
- ▶ To lessen project risks
- ▶ To identify and resolve construction problems early
- ▶ To supplement the client's construction knowledge

Knowledge and Skills Required

- ▶ Substantial design and construction experience
- ▶ Understanding of construction techniques and methods
- ▶ Ability to understand and interpret the design intent
- ▶ Understanding of building codes and standards
- ▶ Ability to communicate, negotiate, and resolve disputes
- ▶ Keen observational skills
- ▶ Ability to document observations and decisions
- ▶ Ability to organize and manage project records

Representative Process Tasks

- ▶ Establish lines of communication
- ▶ Establish record-keeping system
- ▶ Respond to contractor's requests for information
- ▶ Track changes in construction documents
- ▶ Review contractor's requests for payment
- ▶ Review shop drawings and product information
- ▶ Prepare field reports and records
- ▶ Supervise completion and closeout

PATRICK MAYS is a principal and chief information officer at NBBJ Architecture Design & Planning. He is a co-author of *Construction Administration: An Architect's Guide to Surviving Information Overload* (1997).

The Architect Wears Three Hats

Legally, the architect occupies three different positions as the professional service phases progress from inception of design to completion of construction contract administration.

In 1977 a California appellate court clarified the tripartite legal position of an architect (*Huber, Hunt & Nichols, Inc. v. Moore*, 67 Cal App 3d 278, 136 Cal Repr 603). The three separate and distinct roles recognized in law are:

- As an independent contractor
- As an agent of the owner
- As a quasi-judicial officer

All of the standard AIA documents are based on these principles.

As Independent Contractor

An independent contractor is one who contracts to do something for another according to its own means and methods and not under control of the employer except as to the end result.

During the time the architect is conferring with the owner, designing the project, preparing the contract documents, and administering the contract, the architect's relationship to the owner is as an independent contractor. The architect contracts with the owner to furnish architectural services for which the owner agrees to pay a fee. The architect's and owner's duties are spelled out in the owner-architect agreement.

As Agent of the Owner

An agent is one who has the authority to act for another, called the principal.

After a contract has been entered into between the owner and the contractor, the architect's position changes. During the construction period, when the architect deals with the contractor and others in behalf of the owner, the architect is serving as the owner's agent. This is provided for in the owner-architect agreement (B141-1997, subparagraph 2.6.1.3) and in the general conditions (A201-1997, subparagraph 4.2.1). However, the architect's powers to obligate the owner are restricted to the extent provided in the owner-architect agreement.

When dealing with the contractor, the architect acts in a fiduciary capacity for the owner and in this position of trust must represent the owner's best interests. As a fiduciary, the architect has the duty to disclose to the owner all information that is material to the owner's interests.

Some architects are inclined to shield the owner from some of the unpleasant technical details that plague the construction process. This could very well be a mistake, as some owners or their legal counsel might interpret this to be a violation of the architect's duty, as an agent, to disclose. Concealment of relevant information from the owner could be construed as fraud when there is a duty to disclose. Silence is often interpreted as concealment. Keeping the owner informed is also required by the general conditions (A201-1997, subparagraph 4.2.2), which state, in part, "On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work."

stage should refrain from visiting the site or volunteering uncompensated services. The standard of care requires design professionals to render the same quality of service whether properly compensated or not. In these cases, the architect might seek indemnification for lack of involvement mandated by the client.

Among owners of owner-occupied buildings, concern for quality is a major motivator. Institutional and public owners of complex facilities such as sports arenas, hospitals, and schools are usually more than willing to pay for the architect's oversight and administration services. Most federal, state, and local government agencies are interested in architect-provided construction administration services, regardless of the type of facility involved. On the other hand, corporate clients who are constantly in the building market may be more confident of their ability to administer the construction phase, since they are more likely to have on-staff experts who are competent to handle it.

A general rule of thumb is that about 25 percent of the architect's total compensation for services accounts for construction administration. This fee percentage is generally sufficient to compensate the architect for the following services during construction:

- Spending one day per week on site, attending a meeting and observing the progress of construction
- Responding to questions from the contractors and material suppliers
- Reviewing shop drawings and submittals
- Reviewing and certifying monthly applications for payment
- Authoring clarifications and minor changes to the documents
- Assisting consultants with construction administration duties
- Record keeping
- Project closeout responsibilities

The architect is not in control of or in charge of the contractor but is authorized to reject work that does not conform to the contract documents. Although the owner is allowed to accept nonconforming work, the architect does not have this power, even as the owner's agent. If the owner wishes to confer this power on the architect, it should be done in writing.

The architect's duty to represent the owner in dealing with the contractor should not be confused with the vigorous partisan advocacy commonly practiced by lawyers, since this would conflict with the third position of the architect.

As Quasi-Judicial Officer

The architect's third position is one of judge of the performance of the owner and the contractor under terms of the contract. Some have termed this position of the architect as being a "friend of the contract."

All claims by the owner or contractor against each other should be referred to the architect for initial decision as a condition precedent to more formal procedures such as mediation and arbitration. Some claims will be those alleging errors or omissions in the architect's own actions or work product.

The architect must make even-handed, fair decisions strictly in accordance with the contract, not siding with either party.

The architect also must be a fair interpreter of the documents. This can be difficult when the documents are imperfect and the architect's fair ruling will expose the documents to be at fault. When decisions on the "intent of the documents" are made, they must be based on some tangible evidence within the docu-

ments as to what is reasonably inferable and not merely on what is in the architect's mind.

The architect's decisions must be formulated pursuant to procedural due process. This means that the architect must give reasonable notice to each party to allow its position to be made known before the architect makes a final decision.

Arbitration tribunals and courts are inclined to look with suspicion on contracts where final decisions on the performance of the parties are made by a person under the control of one of the parties. Thus an architect's decision that is not fair, and is not seen to be fair, will be easily overturned by arbitrators and judges on appeal.

The Architect's Liability

The architect can be sued for negligence and breach of duty as an independent contractor and as an agent of the owner. These suits might be brought by the architect's client or by a third party such as the contractor, subcontractors, later owners, tenants, or passers-by. Third-party claims may be made even though the architect's client is satisfied with the professional service and has no complaint.

However, the architect has immunity from suit for decisions made in the quasi-judicial capacity, provided they are made in good faith. The architect is liable only when acting fraudulently or with willful or malicious intent to injure the owner or contractor.

Adapted from Arthur F. O'Leary, FAIA, A Guide to Successful Construction: Effective Contract Administration, 3rd ed. (1999)

One successful strategy for negotiating adequate fees for construction administration is to agree on a base fee for general services and then go through a construction administration checklist with the client and add each construction administration task as a supplemental service. This provides an opportunity to explain the value of each task to the client.

Knowledgeable owners realize that the architect can often save them money through proper construction administration practices—that, in effect, quality construction administration can pay for itself in risk reduction and in savings on time, materials, and change orders during the construction process.

In most cases the architect who developed the drawings and specifications is in the best position to interpret them. Some architects make an analogy: If an attorney writes a contract, wouldn't you return to the same attorney when it came time to interpret the contract? The drawings and specifications written by the architect become part of the legal contract between the builder and the owner—and that part of the contract is best interpreted by the professional who wrote it.

No set of drawings and specifications is so tightly written that everything will be built exactly as designed. When the design architect is involved in contract administration, appropriate adjustments can be made as necessary to maintain quality, economy, and design integrity. This point can be a double-edged sword, however. Clients who perceive the architect as preoccupied with aesthetics may lack confidence in the architect's ability to recommend appropriate trade-offs. The architect must achieve credibility with the owner as a professional who will be attentive to cost and performance concerns.

Construction administration is a traditional service that many architects provide within the scope of services defined in AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect, and AIA Document B163, Owner-Architect Agreement for Designated Services.

The services grouped under “Contract Administration Services” in Document B141 include a mixture of tasks, some of which clearly fall under construction administration as discussed here (e.g., general administration, submittals, site visitation, administration of testing and inspection, supplemental documentation, administration of changes in the work, interpretations and decisions), and some of which are more in the realm of construction management (e.g., on-site project representation, payment certification, project closeout, construction management).

The trend toward the design-build method of project delivery strongly influences the demand for construction administration. As already noted, the initial introduction of fast-track construction reduced the architect’s market for construction administration services, particularly among developers. Now the demand for design-build continues to grow, but owners in the corporate, institutional, and governmental markets more readily understand the benefits of architect-led design-build teams, providing architects with growing opportunities to offer construction administration services as part of more comprehensive construction management or design-build project delivery.

It is useful to distinguish between construction management and construction administration. Construction managers oversee the field operations: administering construction contracts, scheduling materials shipments, and coordinating construction processes. The construction administrator does not oversee construction contracts and has no authority over or legal relationship with construction contractors. The construction administrator has only one way to assert control over construction rules, procedures, or requirements: to write them into the specifications.

Other related services include construction documentation, commissioning, facility management and operations, and post-occupancy review.

SKILLS

A construction administrator needs substantial design and construction experience, a thorough understanding of construction techniques and methods, and the ability to interpret the intent of construction documents. The construction administrator also needs a thorough understanding of building codes, standards, and regulations as well as the ability to communicate, negotiate, and resolve disputes with trade personnel.

Much of the work of construction administration involves recording decisions that are made and events that take place on the job site. Keen observational skills are

important. Perhaps most important of all is the ability to thoroughly document observations and decisions and to effectively manage the flow and retrieval of project records.

For a typical project, the construction administration team would include the following:

- Construction administrator—a senior person who possesses the necessary management and technical skills. This usually is a registered architect.
- Project architect—someone with intimate knowledge of the project drawings. Often this is the same person as the construction administrator on smaller projects.

AIA Standard Forms Used in Construction Contract Administration

G701	Change Order
G701/CMa	Change Order—Construction Manager–Advisor Edition
G702	Application and Certificate for Payment
G702/CMa	Application and Certificate for Payment—Construction Manager–Advisor Edition
G703	Continuation Sheet for G702
G704	Certificate of Substantial Completion
G704/CMa	Certificate of Substantial Completion—Construction Manager–Advisor Edition
G706	Contractor’s Affidavit of Payment of Debts and Claims
G706A	Contractor’s Affidavit of Release of Liens
G707	Consent of Surety to Final Payment
G707A	Consent of Surety to Reduction in or Partial Release of Retainage
G709	Proposal Request
G710	Architect’s Supplemental Instructions
G711	Architect’s Field Report
G712	Shop Drawing and Sample Record
G714	Construction Change Directive
G714/CMa	Construction Change Directive—Construction Manager–Advisor Edition
G722	Project Application and Project Certificate
G722/CMa	Project Application and Project Certificate—Construction Manager–Advisor Edition
G723	Project Application Summary
G723/CMa	Project Application Summary—Construction Manager–Advisor Edition
G805	List of Subcontractors
G810	Transmittal Letter

Getting Started in Field Administration

Professional work in an architect's office should be performed under the direct control and supervision of qualified architects. All offices are organized around this elementary principle. How can it be otherwise? Clients have the right to expect that the architect's services will be performed with professional skill and care.

Experienced architects must direct, supervise, and check the work of the less qualified until the latter are able to work without such close control and guidance. This is the usual method by which recent university graduates can make the transition from the academic phase of their professional education through the practical experience phase and ultimately into professional competence and licensing.

Work on clients' projects is the medium through which all this educational and professional development in architects' offices takes place. We cannot subject our clients to the possibility of substandard design, defective construction documentation, or incompetent contract administration. These negative prospects not only would be injurious to our clients but would also expose us to professional liability lawsuits.

All office work should be reviewed in process and on completion by qualified personnel who are capable of recognizing errors, both of commission and of omission. Senior people must always be available to make the decisions that require professional judgment.

Getting onto the Job Site

All developing architects want to see how their office work looks on the construction site. The transition from office activities to field duties raises the problem of how to provide effective supervision of trainees. The client's project must not be allowed to deteriorate at any stage, least of all during the construction period. In addition, the contractor must not be deprived of the expected administration, advice, and judgment of a competent architect, as promised in the construction contract.

Some of the architect's duties during the construction period will be carried out in the office, where competent supervision is generally available, while others must occur at the construction site.

Common sense dictates that the first few site visits in the career of a trainee architect be in the presence of a fully qualified architect experienced in contract administration. The qualified architect will carry the main burden of responsibility, with the trainee observing, assisting, and learning. The trainee should take the notes in the field and write the reports in the office. Gradually, as the trainee is exposed to more of the process, the senior person can fall back to a position of monitoring and mentoring.

Preparing for the First Field Trip

Before assuming any duties in the field, the trainee should review the files of similar projects to get an idea of the general scope of documentation and administration, and to learn the language and procedures of contract administration.

In preparation for the first field administration assignment, the trainee must become fully familiar with the requirements of the contract at hand. This means thorough review of the project's

contract documents sufficient to gain a comprehensive understanding of their requirements.

The trainee must also have an accurate understanding of the architect's duties and authority, as well as any limitations. In addition, the trainee should review the design file, and possibly interview the designer, to become acquainted with the design objectives and to find out what is important.

The Architect's Duties and Responsibilities

A good description of the architect's contract administration duties in the field and in the office will be found in the owner-architect agreement. The architect's duties, promised by the owner to the contractor, are in the general conditions.

The main purposes of the architect's site visits are

- To become generally familiar with the progress and quality of the work completed
- To determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the contract documents

The architect's site observation should not be confused with the direct and constant supervision of workers exercised by contractors and subcontractors. The architect should not get involved in the details of how the work is being performed, but rather focus on whether the work will result in the specified outcome.

The architect's principal duties on the job site are to observe, evaluate, and report; the contractor is responsible for controlling and directing the work.

Frequency of Architect's Site Visits

There is no specific frequency of site visits necessary to satisfy the contract or the standard of care. It is left up to the architect's professional judgment. Both B141 and A201 specify that the visits should be appropriate to the stage of construction. This implies that the frequency would vary depending on the character of the contractor's work on the site. Some architectural contracts specify the number, duration, or frequency of site visits.

Some architects prefer to visit the site at the same time and day each week, biweekly, or monthly, so the contractor and subcontractors can be on hand to answer specific questions. Others prefer to appear at the site unannounced. In any event, the architect should conduct the site visit in the company of the contractor's representative—usually the superintendent—who can facilitate access to all parts of the work and receive instructions on behalf of the contractor.

Defective Work

The hope is that the architect on the site will recognize defective work. Defective work is anything that fails to meet some applicable criteria, such as the contract documents, the building code, or specified building standards. The architect does not have the power to

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Getting Started in Field Administration (continued)

accept nonconforming work unilaterally. However, the owner may allow nonconforming work to remain, with the contract sum reduced accordingly. The architect should advise the owner when such acceptance would be advantageous or inadvisable.

Contractor's Responsibilities

While on the construction site, the architect must not interfere in any way with the contractor's responsibility for job site safety and

other safety programs. It is the contractor's sole responsibility to determine and control construction means, methods, techniques, sequences, and procedures. The contractor is in charge of the job site and is responsible for coordination of all portions of the work. The architect's prime interest should be to determine that the work, when finished, will conform with the contract documents.

Adapted from Arthur F. O'Leary, FAIA, A Guide to Successful Construction: Effective Contract Administration, 3rd ed. (1999)

- Project assistant—may be a college graduate but not necessarily a registered professional
- Administrative assistant—someone who can handle word processing, organizing, and filing

As always, the key to success is to organize the work so that time-consuming and routine tasks can be assigned to the lower-paid team members, freeing senior professionals to concentrate on matters that require their judgment and expertise.

An architect administering a construction contract will be called upon first to resolve claims by the owner or contractor against the other. The architect must be diplomatic, fair, and studious in all decision making, since the decisions will be final and binding if not appealed in accordance with the contract.

Cost estimators and specifications writers are very important resources for the construction administration team. Cost estimators know how to determine the prevailing market value of various services for a given area, and specifications writers can contribute detailed knowledge about the characteristics and performance of building products. On complex projects, the team will benefit from the inclusion of a project management specialist who is familiar with techniques and computer software for managing project resources and costs in real time.

The construction administration team works closely with other disciplines involved in the project, including structural, mechanical, electrical, and civil engineers; landscape architects; and other special consultants.

Special equipment used for construction administration includes hard hats, steel-toed nonskid boots, tape measure, camera with date stamp, carpenter's level, portable tape recorder, a rip-proof jacket and gloves (good inspection involves crawling in some tight spaces), a utility knife, a pocket compass, field glasses, a laptop computer, and a cellular phone.

PROCESS

The scope of services as stated in the owner-architect agreement will depend on the delivery approach being used (e.g., fast-tracking, design-build), which in turn will affect the expected turnaround times for shop drawings and requests for information (RFIs). The project scope will depend on the size and number of buildings in the project, the phasing of construction, and the distance from the construction site to the architecture firm's location.

The contract administration service is heavily oriented toward the legal rights of the owner and contractor. Therefore the architect must be careful and meticulous in all actions, decisions, and record keeping.

Communications. The contract administrator is responsible for two types of communications: reporting to the client and facilitating communications among the owner, constructors, and design professionals.

A preconstruction meeting is a valuable first step toward good communications in the contract administration process. Here the project work plan and schedule are reviewed. The relationships among the participants are clarified, including the processes for submitting RFIs and change orders.

Subcontractors ordinarily are not allowed to communicate directly with the architect but must submit queries through the prime contractor.

Record keeping. Clear record keeping plays an important role in communications and conflict avoidance. If all events and decisions are clearly recorded, it is easier to talk matters through when issues arise. Good record keeping is also of enormous value should the owner or contractor make legal claims.

Establishing an effective filing system is another fundamental to success. One tip is to organize files by anticipating how contract administration materials will be searched. For example, some sample headings would be communications; meeting minutes; contracts for construction, including change orders and change directives; reports/program data; photographs; specifications and addenda; drawings; accounting records; and construction administration forms.

Accurate telephone records are important in establishing complete project records because so many decisions are made over the telephone. A log of calls made and notes recording the time, date, results of all telephone conversations are recommended. In addition, all correspondence (letters, faxes, and e-mails) must be logged and filed. Written records of conversations usually are distributed in order to confirm understandings reached verbally.

Requests for information. Responding to RFIs from the contractor is an important duty of the construction administrator, and keeping up with RFIs and submittals can be challenging. A critical point is usually about one-third of the way into the job schedule, when submittals often peak. To avoid misunderstandings, it is important that the contract administrator answer questions from the job site through proper communication channels, in writing, and within a specified time frame. Requests for information are generally handled by an RFI form, which usually is provided by the general contractor and submitted to the construction administrator. As with telephone and correspondence records, it is necessary to keep a log that summarizes the status of all the RFIs.

Document changes. The construction administrator tracks all changes in the construction documents. An addendum is a change made to the construction documents after they have been released for bidding but before the owner and contractor have signed a contract. A modification can take one of four forms:

- A written amendment to the contract signed by both parties
- A change order
- A construction change directive
- A written order for a minor change in the work issued by the architect

A common sequence of steps toward implementing a change order—a change in the drawings or specifications with cost and/or time implications—would usually include a contractor’s RFIs, the architect’s proposal request (PR) describing what is being changed and why, the contractor’s cost proposal, and the architect’s change order (CO). An additional important inclusion is a revision sketch or revised specification issued by the architect. A change order becomes part of the owner-contractor agreement when it is signed by the owner and contractor.

Contractor’s payments. As the owner’s representative, the construction administrator is expected to review the contractor’s requests for payment, sometimes known as “requisitions” or “applications for payment.” Upon receipt of the contractor’s application for payment, the contract administrator should visit the job site, observe the quantity and

Record Keeping Required by the Owner-Architect Agreement

The B141-1997 owner-architect agreement requires the architect, during the bidding or negotiation phase, to

- Maintain a log of distribution and retrieval of the bidding documents and the amounts of deposits received from and returned to prospective bidders (2.5.4.3)
- Document and distribute the bidding results (2.5.4.7)

In addition to whatever records an architect may keep in the normal process of performing contract administration duties, the owner-architect agreement specifically requires these three records to be maintained:

- Record of the contractor’s applications for payment (2.6.3.3)
- Record of submittals and copies of submittals supplied by the contractor (2.6.4.2)
- Records relative to changes in the work (2.6.5.4)

Although the agreement does not specify the ultimate disposition of these records, presumably they are kept for the benefit of the owner. Thus it seems reasonable to provide copies at any time the owner requests them and at completion of the work.

Communications

Although the communication system among the parties during the construction period is defined in the AIA General Conditions, it is advisable to review the requirements so that all may understand and abide by them in practice.

- All communications between the owner and contractor should be channeled through the architect.
- All communications by and with the architect’s consultants should be through the architect.
- All communications to or from the subcontractors and suppliers should be through the contractor.
- All communications with separate contractors should be through the owner (A201, 4.2.4).
- The superintendent on the job site is a representative of the contractor, and communications given to the superintendent are as binding as if given to the contractor. (A201, 3.9.1)
- All important communications should be in writing, or if given orally should be confirmed in writing.

Agenda for Preconstruction Conference

The specific agenda, of course, depends on the needs of the project. Some topics for discussion may include the following:

- *Notice to proceed.* The owner may issue written notice to proceed to the contractor; any questions should be discussed.
- *Explanation of chain of command.* Included are routing of shop drawings, catalogs, samples, project reports, scheduling reports, test reports, maintenance instructions, and so on.
- *Communications channels.* This is a reminder of the contractually mandated paths for communications among the participants.
- *Project meetings.* Scheduling, agenda, and attendance at project meetings are discussed.
- *Duties of the owner and contractor.* The general conditions and how the contract is intended to work are briefly reviewed.
- *Insurance.* Requirements for amounts and types of coverage and submittal of insurance certificates are reviewed.
- *Financing.* Evidence of the owner's ability to meet financial obligations is given.
- *Submittals.* Schedules are outlined for submittal of engineering data, shop drawings and operation and maintenance manuals, tests and inspections, and other submittals (including items required, procedures, number of copies, and distribution). Contractors are asked to send project representatives an unofficial preliminary copy and to identify specification section with each submittal. Contractors are reminded of their obligations with respect to shop drawing review and submittal as well as the language of the contractor's approval stamp.
- *Progress payments.* A schedule of values is established for the work of all trades, as well as procedures for progress payments. These procedures cover the handling of retainage and partial lien waivers; payment for materials on hand and materials stored off site; inspection, insurance, and title for stored materials; any special requirements for government agencies (e.g., the Department of Housing and Urban Development or the Federal Housing Administration) or the construction lender; scheduling of consultant's site visits; and submission of payroll records if required with requisitions for payment.
- *List of subcontractors.* A reminder is given that the general conditions may require the contractor, after award of the contract, to notify the architect in writing of the names of subcontractors or other persons or organizations proposed for portions of the work designated in the bidding requirements. Further is the requirement that the contractor shall not employ any subcontractor about whom the architect or owner has any reasonable objection.
- *Employment practices.* Any requirements regarding wage rates or similar issues are clarified.
- *Utilities.* Local regulations vary. Applications for temporary and permanent electric, gas, water, and telephone services must usually be made directly by the owner to the utility furnishing the service; the owner should be notified in sufficient time for the services to be in place when they are required.
- *Scheduling.* Job progress scheduling requirements include frequency of updates, times for submittals and approvals, and dates when owner-furnished equipment and furnishings are required.
- *Contract changes and clarification.* Procedures are set up for handling proposals, requests for backup information for change proposals, change orders, and construction change directives. Supplemental instructions are developed, such as procedures for obtaining interpretations of the contract documents (no changes should be made without appropriate authorization in writing).
- *Security.* Job site security during nonworking hours is determined.
- *Parking.* Parking areas are designated.
- *Storage.* Areas are assigned for temporary storage of equipment and materials; special protection is required for stored materials and equipment.
- *Permits.* Licenses, permits, and inspections required by local building authorities are reviewed.
- *Right-of-way.* Restrictions are reviewed on use of the site, access, or availability of rights-of-way, as are special requirements or cautions regarding adjacent property, protection of trees, and similar issues.
- *Testing.* The extent of testing laboratory and inspection services is decided, as well as who will be responsible for coordinating and scheduling their services. Routing of reports is also established.
- *Overtime.* Notice and scheduling necessary for overtime work are arranged.
- *Cleanup.* Responsibilities for cleanup and trash removal are assigned.
- *Owner-furnished equipment and furnishings.* Responsibilities for receipt, unloading, handling, storage, and security information on mechanical and electrical connections are clarified.
- *Closeout.* Procedures for closing out the project are delineated, including record drawings and other required submissions.
- *Public relations.* Policies regarding statements to the media, anticipated public interest in the project, and restrictions on construction operations and other public relations activities are discussed. Construction sign requirements are determined.
- *Separate contracts.* Their impact on the work of the project is evaluated. Requirements for coordination with other contractors on the site are discussed.

quality of the work and materials suitably stored on the site, and compare them, item by item, with the contractor's request. Often contractors include the value of work that is expected to be completed by the time the payment is made. The architect cannot approve any work that is not in place at the time of the inspection. If the application includes the value of materials stored off the site or work in process in off-site workshops, the architect cannot approve payment unless the owner and contractor have so agreed in writing.

In signing the requisition form or application and certification for payment, the construction administrator certifies that he or she has reviewed the work at the site, has found it in accordance with the schedule, and approves the release of money for that work. This is not to be taken lightly. All those who rely on the integrity of the architect's certificate, including the owner, contractor, subcontractors, suppliers, and lenders, expect that the architect will perform this function carefully, honestly, and with due diligence.

Submittal review. Submittals are prepared by the contractor and include shop drawings, product literature, or actual samples of specific products to be installed; reports from independent testing agencies; operating instructions and maintenance manuals for installed equipment; and warranties from product suppliers and equipment manufacturers. The submittals are reviewed by the construction administrator, or the appropriate consultant, and become part of the permanent record of the project. Some or all of them are eventually given to the building owner for operations purposes.

Field reports and records. Field reporting is a core activity for the construction administrator. The effective professional knows both how to conduct a thorough field observation and how to properly report relevant information to the owner. When on site it is important to be accompanied by a contractor's representative to facilitate communication with the contractor and to avoid any appearance that the construction administrator is providing supervision or instruction to contractor personnel. Ideally the field report will include notation of the date, time, weather, and temperature; notes about conditions, especially potential problems; a plan of the site that is annotated and keyed to the written report; and photographs to document the condition of the work in progress and to show its degree of completion. It is useful to have a system in place to track the status of issues from field reports until they are resolved.

Completion and closeout. The construction administrator's role becomes especially important during the construction closeout. As the project nears completion, typically the owner is anxious to move in and the contractor is anxious to move on. Both are inclined to want to ignore small details that may cause performance problems later. The construction administrator is in a position to maintain the focus on quality construction through the contract requirements that require the architect to prepare the certificate of substantial completion for submission to the lender. When the contractor considers the work substantially complete, usually the contract administrator will be asked to perform an inspection. The lender often holds a 10 percent retainer until the construction administrator prepares a punch list that includes all the work that the contractor needs to address before the project is complete. Once completed, the punch list is sent to the contractor and owner along with a certificate of substantial completion. This acknowledges that the job is substantially complete and that the contractor can begin billing for monies retained from the construction fee. In signing the certificate, the contractor acknowledges that it will complete all the work on the punch list. A portion of the monies will continue to be retained until the punch list items are completed.

▶ **Commissioning is one of several postconstruction services that rely on information generated during the construction phase.**

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The AIA provides a contract document designed especially for these types of architectural services. The AIA suggests a two-part agreement:

B102–2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect’s Services provides terms and conditions only.

B209–2007, Standard Form of Architect’s Services: Construction Contract Administration, for use where the Owner has retained another Architect for Design Services provides the architect’s scope of services only.

Together they equal a complete owner-architect agreement.

AIA Document B209TM–2007 establishes duties and responsibilities when an architect provides only construction phase services and the owner has retained another architect for design services. This scope requires the architect to perform the traditional contract administration services while design services are provided by another architect. B209–2007 is a scope of services document only and may not be used as a stand-alone owner/architect agreement. NOTE: B209–2007 replaces AIA Document B209TM–2005 (expired May 31, 2009).

B201–2007, Standard Form of Architect’s Services: Design and Construction Contract Administration may be used when design services are also provided.

AIA Document B201TM–2007 replaces AIA Document B141TM–1997 Part 2. AIA Document B201–2007 defines the architect’s traditional scope of services for design and construction contract administration in a standard form that the owner and architect can modify to suit the needs of the project. The services set forth in B201–2007 parallel those set forth in AIA Document B101TM–2007: the traditional division of services into basic and additional services, with five phases of basic services. B201–2007 is a scope of services document only and may not be used as a stand-alone owner/architect agreement.

For more information about AIA Contract Documents, visit www.aia.org/contractdocs/about

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